

This advertisement includes:  
Tract 1 – Leave It To Weaver C.T. 3153 C

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
777 NW Garden Valley Blvd.  
Roseburg, Oregon 97470

Date: June 24, 2003

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, at 777 NW Garden Valley Blvd., Roseburg, Oregon 97470. The timber sale will commence at 10:00 a.m., on Tuesday, July 22, 2003.

AN ENVIRONMENTAL ASSESSMENT was prepared for this sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Roseburg District Office.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation, shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in *The News Review* newspaper on or about June 24, 2003. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

A WRITTEN BID on Form No. 5440-9 at no less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for each tract. Since bidding on minor species usually has little effect on the final outcome of a sale and can be disruptive to the bidding process, BLM will accept bids over appraised price for Douglas-fir only.

APPRAISED PRICES are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

FOR SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award of set-aside sales and must accompany his deposit with a self-certification statement that he is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121 as amended, of the Code of Federal Regulations. Form No. 5430-1, Self Certification Statement, and SBA Form 723, Small Business Certification Required on All Preferential Sales of Set-Aside Timber, are attached hereto.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form No. 1140-6, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror.

2. Form No. 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form No. 1140-8, Equal Opportunity Compliance Report Certification.
4. Form No. 5430-1 Self Certification Clause
4. Form No. 5450-17, Export Determination.
5. SBA Form 723, Small Business Certification Required on All Preferential Sales of Set-Aside Timber

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within fifteen (15) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than twenty (20) percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

LOG EXPORT AND SUBSTITUTION. All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

INSTALLMENT PAYMENTS may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than ten (10) percent of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

Attachments:

Form No. 1140-4 Notice of Requirement for Certification of Nonsegregated Facilities  
Form No. 1140-6 Independent Price Determination Certificate  
Form No. 1140-7 Equal Opportunity Affirmative Action Program Representation  
Form No. 1140-8 Equal Opportunity Compliance Report Certification  
Form No. 5430-1 Self Certification Clause  
Form No. 5440-9 Deposit and Bid for Timber/Vegetative Resource  
Form No. 5450-17 Export Determination  
SBA Form 723, Small Business Certification Required on All Preferential Sales of Set-Aside Timber

## **SBA SET-ASIDE SALE**

**Sale Date:** July 22, 2003

1 – Roseburg Sale No. 03-06

**Sale Name:** Leave It To Weaver Commercial Thinning

DOUGLAS COUNTY, OREGON: CBWR: ORAL AUCTION

**Bid Deposit Required:** \$20,900.00

All timber designated for cutting on: Lots 1, 2, 3 and 4, SE $\frac{1}{4}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NW $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , Sec. 19, T. 28 S., R. 8 W., W.M.

Approx. Number Merch. <u>Trees</u>	Est. Vol. MBF <u>Log</u>	Est. Vol. MBF <u>Log</u>	<u>Species</u>	Est. Vol. C Cu. <u>Ft.</u>	Appraised Price <u>Per CCF</u>	Est. Volume Times Appraised <u>Price</u>
12,169	1291	1478	Douglas-fir	2931	\$70.05	\$205,316.55
1,287	88	114	Western Hemlock	221	12.20	2,696.20
<u>9</u>	<u>.3</u>	<u>1</u>	Western Redcedar	<u>1</u>	236.80	<u>236.80</u>
<b>13,465</b>	<b>1379.3</b>	<b>1593</b>		<b>3153</b>		<b>\$208,249.55</b>

THIS IS A TIMBER SALE SET-ASIDE FOR PREFERENTIAL BIDDING BY SMALL BUSINESS CONCERNS HAVING 500 OR FEWER EMPLOYEES AS DEFINED BY THE SMALL BUSINESS ADMINISTRATION.

### CRUISE INFORMATION

#### 3P (Fall, Buck & Scale & Volume Table Cruise Combined)

The Douglas-fir has been cruised using the 3P system to select sample trees. Part of the sample trees have been felled, bucked and scaled and the remainder have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

A total of approximately 32 trees which are considered unmerchantable are designated for cutting. With respect to merchantable trees of all species: the average tree is 11.6 inches D.B.H.O.B., the average log contains 38 bd. ft., the total gross volume is approximately 1630 M bd. ft., or 3212 C cu. ft. and 98% recovery is expected. Approximately 0% of the above volume is salvage material.

CUTTING AREA: An area of approximately 92 acres in 5 units is to be partially cut. A right-of-way of 1 acre must be cut.

#### TIMBER ACREAGE:

Area 1: 14 acres	Area 4: 5 acres
Area 2: 62 acres	Area 5: 3 acres
Area 3: 8 acres	R/W: 1 acre

ROSEBURG SALE NO. 03-06  
Sale Date: July 22, 2003  
Leave It To Weaver Commercial Thinning

ACCESS: Access to the sale area is provided by government controlled roads.

DIRECTIONS TO SALE AREA: From Roseburg take Garden Valley Boulevard west to Douglas County No. 13; follow County No. 13 to Douglas County No. 51 and turn west. Follow County No. 51 to Douglas County No. 112 (Coos Bay Wagon Road) and proceed west on this road to Weaver Road No. 28-8-18.0. Follow Road No. 28-8-18.0 approximately one and two tenths (1.2) miles to enter the Contract Area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$1,989.78 will be required to be paid to the BLM.

ROAD CONSTRUCTION: Estimates include construction of the following types of roads: 1.75 stations of 14-foot subgrade no ditch; 21.5 stations of road renovation of 14-foot subgrade no ditch; 9.0 stations of road renovation of 16-foot subgrade no ditch; 30.05 stations of road renovation of 16-foot subgrade plus ditch.

DURATION OF CONTRACT will be 24 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging, environmental protection, road construction, road renovation, road use, road maintenance, fire protection, slash disposal, log exporting and Nonsegregated facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. A Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of a certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which may not have been amortized by timber removed from the contract area.
2. There are seasonal and daily operating restrictions on this sale. No road construction or renovation shall be conducted between October 1 of one calendar year and May 15 of the following calendar year, both days inclusive. No timber falling, bucking or yarding shall be conducted on the Contract Area from April 15 to July 15 of each calendar year, both days inclusive, due to bark slip. No timber yarding, loading or hauling shall be conducted on those portions of the Contract Area accessed by temporary roads or where ground based yarding is utilized, from October 1 of one calendar year to July 15 of the following calendar year, both days inclusive. All operations associated with Harvest Area No. 5 shall be scheduled such that daily work occurs between two hours after sunrise and two hours before sunset due to the potential disturbance of nesting Marbled Murrelets. This daily restriction will be in effect April 1 to August 5, both days inclusive, of each year. **Note: Timber may be felled and decked between May 15 and July 15 to facilitate road construction and renovation only.**

3. Harvest acres shown on Exhibit A are net acres after roads, rock stockpile sites and clearings interior to Harvest Area boundaries have been deleted from acreage calculations.
4. Harvest Area No. 2 has a common boundary with Weaver Road Commercial Thinning where it abuts the 28-8-19.4 and 28-8-19.8 roads. A row of trees has been painted and tagged on both sides of the tree to serve as boundary trees for both sales.
5. Spurs No. 1, No. 2 and the 28-8-19.10 road will be renovated or constructed, used and decommissioned in their same respective operating season. **BLM will perform all decommissioning operations.**
6. Cable yarding shall be done with a skyline yarding system capable of maintaining one-end suspension of logs, and equipped with a mechanical slack pulling carriage with a minimum of one hundred (100) feet of lateral yarding capability. Yarding corridors will be limited to a maximum width of twenty (20) feet. Spar height cannot exceed forty (40) feet with a maximum power rating of 175 HP.
7. All trees shall be felled, topped, limbed and cut in log lengths not to exceed forty (40) feet **prior to being yarded.**
8. To prevent the introduction of noxious weeds to the Contract Area, all logging and road building equipment, except log trucks, must be steam cleaned or pressure washed prior to initial move-in or upon any return to the sale area if used elsewhere.
9. Traffic delays on Road No. 28-8-18.0 shall not exceed thirty (30) minutes. Flaggers are required to control traffic whenever falling or yarding operations pose a hazard to traffic passing through Harvest Areas No. 2, No. 3 and No. 4.
10. Any damage occurring to the bituminous surfacing of the 28-8-18.0 road as a result of logging operations will be repaired at the Purchaser's expense. Repairs must be made with Class C asphalt.
11. In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with National Cubic Scaling Rules by BLM scalers or independent scalers contracted to the BLM. The purchase price of the contract shall be reduced accordingly as compensation for delays in log transportation time.